



Contract #

059131

## STATE OF UTAH CONTRACT

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1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:  
Department of Transportation Agency Code: 810 Asphalt Testing Lab, Division referred to as (STATE), and the following  
CONTRACTOR:

TA Instruments  
Name

109 Lukens Drive  
Address

New Castle DE 19720  
City State Zip

Contact Person Patti Albanese Phone (302)-427-4052  
Federal Tax ID# 51038976 Vendor # 87955A-B

## LEGAL STATUS CONTRACTOR

[ ] Sole Proprietor  
[ ] Non-Profit Corporation  
[X] For-Profit Corporation  
[ ] Partnership  
[ ] Government Agency

Email [palbanese@tainstruments.com](mailto:palbanese@tainstruments.com)  
Commodity Code # ~~96148000000~~ 96148000000

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:

Service/Calibration on the Asphalt Research Rheometer (ARES) for UDOT Central Labs. The ARES is a computer driven testing instrument which requires yearly calibration and maintenance service. The calibration is required by the AMRL (National Laboratory Accreditation Bureau).

3. **PROCUREMENT:** This contract is entered into as a result of the procurement process sole source authorization : #SS05105
4. **CONTRACT PERIOD:** Effective date 15 December 2004 Termination date 15 November 2007 unless terminated early or extended in accordance with the terms and conditions of this contract. 2 (1) year renewal options.
5. **CONTRACT COSTS:** This is a requirements contract. The CONTRACTOR will be paid per the prices as detailed in Attachment B. Pricing of the contract
6. **ATTACHMENT A:** Division of Purchasing's Standard Terms and Conditions  
**ATTACHMENT B:** Scope of Work and Pricing  
**ATTACHMENT C:** Special Terms and Conditions  
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**  
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #BVSS05105 dated 12/03/04.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature

Date

STATE

Kelvin G. Thacker, Procurement Services Manager

Date

Type or Print Name and Title

Coordinator

Director, Division of Purchasing

Date

CONTRACT RECEIVED AND

PROCESSED BY

DIVISION OF FINANCE

Director, Division of Finance

Date

FEB 10 2005

FEB 14 2005

LaDonna Haslem  
Agency Contact Person

(801) 965- 4068  
Telephone Number

(801) 965-4073  
Fax Number

[lhaslem@utah.gov](mailto:lhaslem@utah.gov)  
Email Address

(Revision 08/26/2003)

ENT'D MAR 01 2005

JUL 23 2005

## ATTACHMENT A

### STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees third party, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given thirty (30) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the

contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

**Attachment B:  
Scope of Work and Cost**

**1.01 Introduction:**

This is a Three (3) year requirements contract with (2) two –One year renewals to provide Service/Calibration on the Asphalt Research Rheometer (ARES) for the Central Labs. The ARES is a computer driven testing instrument requires yearly calibration and maintenance service. The calibration is required by the AMRL (national laboratory accreditation bureau).

Service/Calibration visits shall be on an as required basis up to (2) two Service visits including labor, travel, and all repair parts (includes Peltier's on Rheometers but excludes cells and furnaces).

The items listed below shall be checked and verified at each service/calibration visit, and the necessary calibration and services done shall be completed and submitted to Cameron C. Peterson, Asphalt Specialist Engineer, @(801) 965-4296, at the end of each Service/calibration visit.

The Asphalt Research Rheometer (ARES) shall be systematically inspected to insure all wearable parts both electrical and mechanical are in proper working order.

**2.01 Services Provides:**

One preventative maintenance visit per year that includes calibration (minimum as required by AMRL).

Response time from vendor shall be within 48-72 hours after receipt of notification.

Also, the instrument requires coverage against un-foreseen breakdowns.

The electronics and software are proprietary, and only authorized factory service technicians are required to perform work on the instrument.

This contract agreement will include emergency service labor, travel expenses and repair parts.

Repair work must be done during normal lab hours of 7:00 a.m. to 4:30 p.m.

**3.01 Cost of Services:**

1. **Part # 999800.019 - Maintenance agreement basic ARES, SN 4X841302.**  
**Basic plan provides (2) service visits including labor, travel and all repair parts (includes Peltier's on Rheometers but excludes cells and furnaces). @ \$22,500.00**
2. **Part # 99800.002 - PM visit (each) excluding Q100 Q1000. Preventative maintenance visit (PMV) pricing only applicable when part of a contract. PMV's are available outside of a contract on a time and material basis. @ \$ 7,500.00**

## **ATTACHMENT D: SPECIAL TERMS AND CONDITIONS**

1. **CONTRACT:** This is a requirements contract to provide the State for Service/Calibration on the Rheometer (ARES) equipment for the Asphalt Research Laboratory for a period of three (3) years with two (2) one year renewal options.
2. **QUANTITY OR AMOUNT ESTIMATES:** STATE does not guarantee to purchase any amount under this contract. Estimated amounts are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.
3. **PRICING:** The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for one (1) year.
4. **ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR ONE YEAR, AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY SUCH REQUEST MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON ANY PRICING IN THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.**
5. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.

### **6. INVOICING:**

#### **THE CONTRACT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE.**

The State reserves the right to adjust incorrect invoices.

The Contractor shall submit invoices to:

Utah Department of Transportation  
Accounts Payable  
4501 South 2700 West  
Salt Lake City, Utah 84114-8240

The State will remit payment by mail.

### **7. NON-ASSIGNMENT**

The Contractor shall not sublet, assign or transfer any part of the contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

### **8. NON-COMPETE CLAUSE**

The CONTRACTOR represents its officers and employees are free to contract with STATE and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. CONTRACTOR must disclose to the STATE any possible conflicts, in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. STATE may elect to terminate a contract immediately with a CONTRACTOR who is subsequently determined to be subject to such restrictions without liability to the STATE. If the STATE elects to terminate a contract for this reason, the STATE

will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 30 day prior notice to the CONTRACTOR.

9. **NOTIFICATION**

All notices or correspondence given pursuant to this contract shall be sent to:

**CONTRACTOR**

Patti Albanese, Service Rep  
TA Instruments  
109 Lukens Drive  
New Castle, DE 19720  
302.427-4052 voice  
[palbanese@tainst.com](mailto:palbanese@tainst.com) e-mail

**STATE**

Dept. of Transportation, Procurement  
LaDonna Haslem, Purchasing Agent  
4501 S. 2700 W./Box 148260  
Salt Lake City, UT 84114-8260  
801.965.4068 voice  
[lhaslem@utah.gov](mailto:lhaslem@utah.gov) e-mail

Technical questions can be directed to:

**CONTRACTOR**

Patti Albanese, Service Rep  
TA Instruments  
109 Lukens Drive  
New Castle, DE 19720  
302.427-4052 voice  
[palbanese@tainst.com](mailto:palbanese@tainst.com) e-mail

**STATE**

Dept. of Transportation, Asphalt Research Lab  
Cameron Petersen, Engineering Manager I  
4501 S. 2700 W./Box 145950  
Salt Lake City, UT 84119  
801.965.4296 voice  
[cameronpetersen@utah.gov](mailto:cameronpetersen@utah.gov) e-mail

10. **NON-PERFORMANCE**

If, at any time, the individuals proposed fail to demonstrate the required expertise (as represented in the CONTRACTOR's proposal) or fail to meet acceptable standards of performance, the STATE reserves the right to require the CONTRACTOR to replace this individual with a competent individual. The STATE Project Manager must approve this replacement. If the CONTRACTOR fails to accomplish project objectives or meet schedule commitments established in meetings with the STATE Project Manager, this contract may be canceled immediately. Waiver of any individual requirements shall not be deemed as a waiver of any other contract provisions. Lack of demand shall not be deemed of a requirement waiver. If the STATE elects to terminate the contract for non-performance, the STATE will supersede paragraph # 12 in Attachment A -Standard Terms and Conditions, and will not provide 30 day prior notice to the CONTRACTOR.

11. **TERMINATION FOR OTHER THAN NON-PERFORMANCE.**

If the STATE terminates for reasons other than non-performance, the CONTRACTOR is relieved of any performance responsibilities on the project, and the withheld performance guarantee amount will be released by the STATE. The estimated completion of projects may overlap in new fiscal years. (STATE fiscal year is from July 1, to June 30). If funding is not allocated for individual projects, which overlap into the new fiscal year, the project will be automatically terminated on June 30<sup>th</sup> without written notice to CONTRACTOR.

## Notice of Proposed Sole Source Procurement

State of Utah  
Division of Purchasing  
3150 State Office Building, Capitol Hill  
Salt Lake City, UT 84114-1061  
Telephone (801) 538-3026  
Fax (801) 538-3882  
[www.purchasing.utah.gov](http://www.purchasing.utah.gov)



Notice Number: **BVSS05105**

Date Posted: **November 24, 2004**

Due Date for **5:00 pm on**  
Comments: **December 3, 2004**

The Utah Procurement Code provides that a procurement may be made without competition when there is only one source for the required supply or service. Therefore, a "sole source" procurement is justified if there is only one product or service that can reasonably meet the state's need and there is only one vendor who can provide the product or service.

The Division of Purchasing has received a request to make the following sole source procurement.

Requesting Agency: **UTAH DEPARTMENT OF TRANSPORTATION**

Product and/or service to be purchased: **AGENCY CONTRACT (3 YEARS WITH TWO - 1 YEAR RENEWALS) FOR SERVICE AND CALIBRATION FOR ASPHALT RESEARCH RHEOMETER (ARES)**

Proposed Sole Source Supplier: **TA INSTRUMENTS (NEW CASTLE, DE)**

Sole Source Justification: **ORIGINAL EQUIPMENT MANUFACTURER. THE ELECTRONICS AND SOFTWARE ARE PROPRIETARY, ONLY TA INSTRUMENTS FACTORY SERVICE TECHS ARE AUTHORIZED TO PERFORM THE SERVICE AND CALIBRATION WORK.**

If for any reason any party does not agree with the proposed sole source procurement, please email **BRENDA VELDEVERE** in the Utah Division of Purchasing at **[bveldevere@utah.gov](mailto:bveldevere@utah.gov)** prior to the "Due Date for Comments" indicated above.

# Division of Purchasing Tracking

## #SS05105

DP-5 (REV 9/03)

Note: This Word document is designed to be used as a template. Please insert your information. Use your tab key to advance to the next field. Please complete all fields below. Requests missing information will be rejected and returned to requestor for completion.

Sole Source Procurement is appropriate only if a purchase requirement is reasonably available from a single supplier or if it otherwise qualifies under the attached Utah Administrative Code R33-3-401.

ALL SOLE SOURCE REQUESTS OVER \$1,000 MUST BE PRE-APPROVED BY STATE PURCHASING.

It is anticipated the procurement will result in a (check one):

- ☒ Agency Contract email this form to [john.davis@utah.gov](mailto:john.davis@utah.gov) prior to contract negotiations. No RX is required. Requested term of contract (include any renewal options): 3 year agency contract with (2) - 1 year renewals
- ☐ Purchase Order Enter RX into Finet, insert the RX Number, email this form to the appropriate State Purchasing Agent and send a copy of the quotation from the vendor.

Department Requesting Authorization: Utah Department of Transportation  
 Division: Procurement for our Construction/Materials div.  
 Contact Person and Title: LaDonna Haslem  
 E-mail Address: [lhaslem@utah.gov](mailto:lhaslem@utah.gov)  
 Phone Number: 801 965-4068

Product / Service to be purchased: Service/Calibration requirements contract for Asphalt Research Rheometer (ARES)

Cost: \$30,000.00

Recommended Supplier: TA Instruments  
 Contact Person: Patti Albanese  
 E-mail Address: [palbanese@tainstruments.com](mailto:palbanese@tainstruments.com)  
 Phone Number: 302 427-4052  
 Address including zip code: 109 Lukens Drive, New Castle, DE 19720  
 Finet vendor number: none

COM CODE = ~~99277~~  
 9614800000

Requested.  
 New extension.

V# 87955A-B.

Complete one of the following if no Finet number exists.

(must be 9 digit number) (If submitting a Social Security #, the persons' name must appear as it does on Social Security card.)

Federal Tax ID# (TIN):

~~54038976~~

51-0389767.

Social Security #:

Type of Supplier (check one):



corporation



medical provider (all types)



proprietorship/individual



partnership



government



other

Sole source request is based on which of the following (check all that apply):

- ☐ Compatibility of equipment/service (please complete sections A and B)
- ☐ Trial or Testing (please complete section C)
- ☒ Equipment/service is only available from a single supplier in the U.S. (please complete section A)
- ☐ Compatibility of professional services (please complete section A)

Tracking # FY05-110 / AG 10047  
 12/10/04  
 #SS 05105



STATE OF UTAH  
Division of Purchasing

DP-5 (REV 9/03)

**SOLE SOURCE REQUEST****Section A. GENERAL INFORMATION**

1. What is unique about this product / service to justify a sole source?  
**This instrument was made and is supported by TA Instruments. The electronics and software are proprietary, only TA factory service technicians are authorized to perform the service/calibration work on this instrument.**
2. Could the product/service be reasonably modified to allow for competition?  
**No. Any non-authorized work on this instrument will impact the future of this machine.**
3. Explain the market research performed to make the sole source recommendation?  
**Please see attached documentation and quote from TA Instruments.**
4. List the names of suppliers contacted, contact person and a summary of their response?
5. Complete disclosure must be included with this request if the requestor has any personal, financial or fiduciary relationship with the recommended supplier. **(Please Attach)**

**Section B. COMPATIBILITY OF EQUIPMENT/SERVICE**

1. Describe the existing equipment that this purchase must be compatible with; original purchase price and date of purchase.  
**This "ARES" instrument was made and is supported by TA Instruments.**
2. What is the remaining life expectancy of the existing equipment?
3. What procurement method was used to purchase the existing equipment?  
Provide the solicitation number , RX number or sole source number:

**Section C. TRIAL OR TESTING**

1. Why is the trial use or testing necessary?
2. What is the anticipated end result of the trial or test?
3. Do any other suppliers provide this product or service?
  - a. If yes, list the company names:
  - b. Will their products be tested?
4. What criteria were used to choose this supplier?
5. What is the scope/size and location of test or trial?

Requested by:

LaDonna Haslem

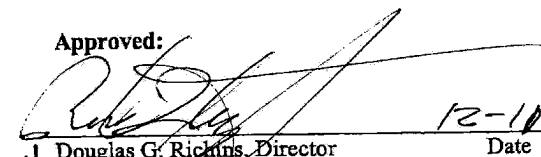
Agency Signature

Title: Purchasing Agent

11/17/04

Date

Approved:

  
Douglas G. Richins, Director  
Division of Purchasing12-10-04  
Date

**NOTE: When submitted by email, type requestors' name on the signature line. The email will constitute the electronic signature.**